

5. No Security Interests or Liens. You represent to us that all hogs delivered under this Agreement are free and clear of all security interests and liens of any kind whatsoever, except as specifically provided in a written notice received by us at least thirty (30) days prior to delivery. If hogs delivered under this Agreement are subject to any security interest or lien, we may make payments jointly to you and the secured party or lien holder.
6. Force Majeure. Neither party shall be liable for damages due to delay or failure to perform any obligation under this Agreement that results directly or indirectly from any cause beyond the reasonable control of such party. Examples of such causes are disease which could not be reasonably foreseen or prevented by adherence to accepted industry practices, strike or other labor difficulties, breakdown or damage to facilities, acts of war, civil commotions, acts of any governmental authority, interference in telephone or electronic communications, fire, flood, windstorms, and other acts of God. If hogs are not delivered or accepted due to such causes, we may at our option accept hogs in excess of the contracted quantities when you are able to deliver them or we are able to accept them.
7. Assignment; Binding Effect. You do not have the right to assign this Agreement or any of your rights hereunder without our prior written consent, which consent shall not be unreasonably withheld. This Agreement shall be binding on your heirs, successors and permitted assigns and on our successors and assigns.
8. Waiver. Any breach of this Agreement or any right provided by this Agreement may be waived only in a writing signed by the waiving party. Any such waiver shall not affect the validity of this Agreement, or the right of either party to thereafter enforce every provision of this Agreement.
9. Relationship Of Parties. The parties are independent contractors, with neither party in any way the legal representative or agent of the other party. Neither party has any right or authority to act for or bind the other party in any manner.
10. Severability. If any term or provision of this Agreement is held to be illegal or in conflict with any federal, state or local law or regulation, the validity of the remainder of this Agreement shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
11. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between you and us with respect to the subject matter of this Agreement (i.e., short-term hog procurement under a weekly pricing program). This Agreement supersedes any prior or contemporaneous oral or written agreement between you and us relating to such subject matter. This Agreement may be amended or supplemented only in writing by you and us, and not by any course of dealing or prior performance.
12. Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws principles.
13. Jurisdiction And Venue. All judicial proceedings and actions arising out of or relating to this Agreement shall be venued in the State Courts of Hennepin, Ramsey or Mower County in the State of Minnesota or the Federal Courts of the State of Minnesota. The parties consent to the personal jurisdiction of said courts and waive any argument that such forums are not convenient.